



Natural Resource Sector

Major Works Contract

Contract/File No:
10005-40/EN18474-004

THIS AGREEMENT DATED FOR REFERENCE THE
25th DAY OF MAY, 2017.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as
represented by the MINISTER OF FORESTS, LANDS AND NATURAL RESOURCE
OPERATIONS

ENGINEERING BRANCH, SOUTHERN ENGINEERING GROUP
441 Columbia Street, Kamloops, British Columbia, V2C 2T3

Phone Number: (250) 318-4837 FAX Number: (250) 828-4154
Ministry Representative: Hans Beurskens
E-mail Address: Hans.Beurskens@gov.bc.ca

(the "Province")

AND:

SPECIMEN CONTRACT
Full LEGAL name of Contractor/Company
Physical & Mailing Address (including Postal Code)

Phone Number: (Area Code) Phone No FAX Number: (Area Code) Fax No
Business E-mail Address: Contractor's Email Address
Contractor Representative: Contractor Representative's name
Business Number: Contractor's Business Number for taxation purposes
WorkSafe BC and/or Personal Optional Protection Number: WCB / POP No.

(the "Contractor")

referred herein to as "the Parties".

WHEREAS:

- A. The Province requires the following Work to be carried out for its benefit:
Bridge Installations – N2-146A, N2-224A & N2-135A Rocky Mountain Resource District.
- B. The Contractor is in the business of carrying out the kind of work required by the Province.
- C. The Province and the Contractor have agreed that the Work shall be carried out in accordance with certain contract documents as hereinafter set out.

Accordingly, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

1.01 In this document, the following words shall have the following meanings:

- (a) **"Agreement"** means the agreement between the Parties as set out in the Contract Documents;
- (b) **"Amending Documents"** means those documents described in Section 2.02;
- (c) **"Changed Conditions"** means those changes described in Article 14;
- (d) **"Changes in the Work"** means that work described in Article 13;
- (e) **"Contract Documents"** means those documents described in Section 2.01;
- (f) **"Contract Security"** means any financial performance guarantee given by the Contractor to the Province in accordance with Article 4;
- (g) **"Deficiencies"** mean the minor defects in the Work, minor portions of incomplete work and minor items required, but not yet supplied, at the time of Substantial Performance; none of which substantially prevent or impair the proper operation or occupancy of the Work;
- (h) **"Event of Default"** means any of the following:
 - i) failure to perform any of the Contractor's obligations under this Agreement, or
 - ii) any representation or warranty made by the Contractor in this Agreement (including as part of any competitive process resulting in this Agreement being entered into) is untrue or incorrect, or
 - iii) an Insolvency Event, which means any of the following:
 - A. an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - B. the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
 - C. a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - D. a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - E. a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - F. the Contractor ceases, in our reasonable opinion, to carry on business as a going concern.
- (i) **"Inspector"** means a person or persons appointed by the Ministry Representative whose duties include inspection of the Work done and materials furnished. An Inspector is not authorized, in carrying out his/her duties, to commit the Province to a financial expenditure;
- (j) **"Ministry Representative"** means a person appointed pursuant to Article 6;
- (k) **"Other Contractor"** means a person, firm or corporation having a separate contract directly or indirectly with the Province for work other than that required by the Contract Documents;
- (l) **"Place of Work"** is the designated site or location where the Work will be performed;
- (m) **"Plans and Specifications"** means the plans (including notes and schedules), profiles, drawings and specifications prepared and designed to be used for the Agreement and includes any general conditions or requirements contained therein;
- (n) **"Subcontractor"** means a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the Work, or to supply products worked to a special design according to the Contract Documents, but does not include one who merely supplies products not so worked;
- (o) **"Substantial Performance"** has the meaning ascribed to it in Section 16.02;
- (p) **"Superintendent"** means the employee of the Contractor who is designated by the Contractor to act pursuant to Section 6.06;

(q) **"Total Performance of the Work"** means when the entire Work, except those items arising from the provisions of Section 19.01, has been performed to the requirements of the Contract Documents and is so certified by the Ministry Representative;

(r) **"Work"** means all activities carried out under this Agreement, and the results of those activities.

1.02 If any of the words in Section 1.01 are used in any other Contract Document, they shall have the same meaning as in this document unless the context dictates otherwise.

1.03 Words or abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.04 References to the masculine or the singular shall be considered to include the feminine and the plural as the context requires.

1.05 The headings of the clauses of this Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.

ARTICLE 2 CONTRACT DOCUMENTS AND AMENDMENTS

Contract Documents

2.01 The agreement between the Parties shall be contained in the following Contract Documents and no others:

- (a) this document and any schedules attached;
- (b) the Plans and Specifications;
- (c) any Amending Documents.

The attached schedules are applicable to and form part of this Agreement:

Schedule	Title
Schedule "A"	Schedule of Approximate Quantities and Unit Price Table
Schedule "B"	Insurance Requirements
Schedule "C"	Project Specifications
Schedule "D"	Safety Conditions Schedule
Schedule "E"	Prime Contractor Agreement
Schedule "F"	SAFE Certification Requirements Schedule
Project maps	

Amending Documents

2.02 No modification to this Agreement shall be effective unless it is in writing and signed by, or on behalf of, the Parties and is in the form of an Amending Document, namely, a Contract Modification Agreement (NRS600) form, or in such other standard form of a similar nature for which the Province may provide from time to time.

Conflicts

2.03 In the event of conflicts between Contract Documents the following shall apply:

- (a) figured dimensions shown on a drawing shall govern even though they may differ from dimensions scaled on the same drawing;
- (b) drawings of larger scale shall govern over those of smaller scale;
- (c) Specifications shall govern over notes and schedules shown on plans and drawings;
- (d) material and finishing schedules shall govern over other drawings;
- (e) the special provisions or general requirements shall govern over technical specifications; and
- (f) the terms of this document supersede all other Contract Documents.

2.04 In the event of conflicts between alike Contract Documents of different dates, the document of later date shall prevail.

Additional Copies of Contract Documents

- 2.05 The Contractor shall be provided with sufficient copies of the Contract Documents or parts thereof as are necessary for the performance of the Work.

ARTICLE 3 CONTRACT PRICE

- 3.01 The contract price is based on lump sum price per construction phase as set out in Schedule "A" of this Agreement.
- 3.02 Unless provided otherwise, prices for items constitute full payment for all labour, materials, equipment, overhead, profit, taxes (including taxes paid or payable by the Contractor to a supplier during the performance of the Work) and other things required to completely incorporate the item into the Work, excluding Goods and Services Tax (GST) and any Provincial Sales Tax (PST) that the Contractor is required to charge the Province as a taxable transaction.

ARTICLE 4 CONTRACT SECURITY

- 4.01 To secure fulfillment of the Contractor's obligations in the Agreement, the Contractor shall provide to the Province, before commencement of the Work, Contract Security as hereinafter set out.
- 4.02 Unless the Province otherwise provides, the Contractor shall have the choice of providing either cash security or security in the form of a performance bond.
- 4.03 If a cash form of Contract Security is used, the following shall apply:
- (a) it shall be of a type acceptable to the Province;
 - (b) it shall be in an amount equal to at least 10% of the total contract price; and
 - (c) it shall be released to the Contractor after certification of Substantial Performance of the Work, if such certification is provided, or certification of Total Performance of the Work otherwise.
- 4.04 If the form of Contract Security is a performance bond, the following shall apply:
- (a) it shall be in an amount equal to at least 50% of the total contract price;
 - (b) it shall be issued by a duly licensed surety company authorized to transact a business of suretyship in Canada and shall otherwise be in a type acceptable to the Province;
 - (c) it shall be accompanied by a labour and material payment bond which shall be in an amount equal to at least 50% of the total contract price and, a copy of which, shall be posted at the Place of Work.
- 4.05 The performance bond, and if applicable, the labour and material payment bond, shall be in effect until the end of the warranty period.

ARTICLE 5 COMMENCEMENT AND COMPLETION

- 5.01 The Contractor shall commence the Work:
- (a) upon execution of this Agreement.
- 5.02 The Contractor shall attain Total Performance of the Work, as certified by the Ministry Representative, on or before the **1st day of November, 2017**.

ARTICLE 6 PARTY REPRESENTATIVES

Ministry Representative

- 6.01 The Province shall appoint a Ministry Representative who shall be the sole judge of the Work as to quantity, quality, suitability and progress and, unless the Province agrees to follow dispute resolution through arbitration as set out in Article 25, his/her decision, on all matters in disagreement with regard to the Work or this Agreement, shall be final.
- 6.02 The Ministry Representative shall have the right to inspect the Work, the manner of construction and the materials furnished in respect thereof.
- 6.03 Upon contract award, the Province shall notify the Contractor of the name, address and telephone number of the Ministry Representative appointed pursuant to Section 6.01.

- 6.04 The Province may substitute a Ministry Representative at any time, and shall so notify the Contractor of the change.
- 6.05 The Ministry Representative may require the Contractor to do anything necessary to satisfy the Ministry Representative that the Work is being constructed in accordance with the Contract Documents.

Contractor's Representative

- 6.06 The Contractor shall designate a Superintendent, who shall have full authority to act on behalf of the Contractor in connection with the Work and the Agreement and who shall be available at all times to the Ministry Representative.
- 6.07 Upon contract award, the Contractor shall notify the Ministry Representative of the name, address and telephone number of the Superintendent designated pursuant to Section 6.06.
- 6.08 Subject to Section 6.09, the Contractor shall not substitute a Superintendent without the written consent of the Ministry Representative.
- 6.09 If, in the reasonable opinion of the Ministry Representative, the Superintendent appointed by the Contractor is not suitably experienced or is unable to properly supervise the Work, then the Contractor shall, upon receipt of written notice from the Ministry Representative, replace that Superintendent forthwith.

ARTICLE 7 CONSTRUCTION SCHEDULE AND EQUIPMENT LIST

- 7.01 The Contractor shall carry out the Work according to:
- (a) the construction schedule indicating the timing of the major activities of the Work designed to ensure conformance with the commencement and completion requirements; and
 - (b) if required, the list of the construction machinery and equipment to be used in the Work;
- submitted to and approved by the Ministry Representative upon acceptance of the Contractor's tender.
- 7.02 Where, in the opinion of the Ministry Representative, the rate of progress of the Work is insufficient to enable the Work to be completed in the manner and by the dates specified under the Agreement, the Contractor shall take whatever steps that the Ministry Representative requires in writing to expedite the progress of the Work.

ARTICLE 8 INDEMNIFICATION AND INSURANCE

- 8.01 The Contractor shall indemnify and save harmless the Province, its employees and agents from any loss, claim, (including any claim of infringement of third party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission of the Contractor's or its Subcontractors' agents, employees, officers, directors or Subcontractors in connection with this Agreement, or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.
- 8.02 The Contractor shall, at the Contractor's own expense, carry and maintain insurance coverage as specified in Schedule "B" - Insurance Requirements or as specified in writing by the Province, as those terms may be modified from time to time in accordance with our directions.

ARTICLE 9 PROTECTION OF WORK AND PROPERTY

- 9.01 The Contractor shall protect the Work, the Province's property and property adjacent to the Place of Work, from damage and shall be responsible for damage which may arise as the result of the Contractor's operations under the Agreement, except damage which occurs as a result of:
- (a) errors in the Contract Documents; or
 - (b) acts or omissions of the Province, the Inspector, Other Contractors, their agents and employees.

Fire Protection

- 9.02 The Contractor shall take every precaution to prevent unintentional fire from occurring on or about the Place of Work.
- 9.03 The Contractor who lights, fuels or uses an open fire must comply with the provisions required for the relevant open fire category in accordance with the Wildfire Regulation made under the *Wildfire Act*, and the Open Burning Smoke Control Regulation made under the *Environmental Management Act*.

ARTICLE 10 SUBCONTRACTING

- 10.01 The Contractor agrees to employ only those Subcontractors designated by the Contractor in writing, as an attachment to the Contractor's tender form, and accepted by the Province at the signing of this document, subject to Section 10.02.
- 10.02 The Province may, for reasonable cause, object to the use of a designated Subcontractor and require the Contractor to employ another qualified Subcontractor.
- 10.03 The Contractor shall not use any subcontractors other than those identified on the accepted subcontractor list, unless the Province directs or agrees otherwise.
- 10.04 The Contractor agrees to preserve and protect the rights and obligations of the Parties in the Agreement with respect to work to be performed by Subcontractors.
- 10.05 The Contractor agrees to incorporate, where reasonably possible, the applicable terms and conditions of the Contract Documents into all agreements with Subcontractors.
- 10.06 The appointment of any Subcontractors does not relieve the Contractor of its responsibility under the Agreement or for the quality of work, materials and services provided by it.
- 10.07 Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor and the Province.

ARTICLE 11 COOPERATION WITH OTHER CONTRACTORS

- 11.01 The Province reserves the right to award separate contracts in connection with other portions of the Work to Other Contractors and to perform work with own forces.
- 11.02 Where, in the reasonable opinion of the Ministry Representative, it is necessary that an Other Contractor be sent into or adjacent to the Place of Work, the Contractor shall cooperate with the Other Contractor.
- 11.03 The Contractor, forthwith upon becoming aware of any apparent deficiencies in the Other Contractor's work which would affect the Work, shall report such deficiencies in writing to the Ministry Representative.
- 11.04 Except with respect to deficiencies which the Contractor was not aware of, failure by the Contractor to report as required in Section 11.03 shall invalidate any claims against the Province by reason of the deficiencies.

ARTICLE 12 COMPLIANCE WITH THE LAW

- 12.01 This Agreement shall be governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

The Contractor shall:

- (a) comply with all laws affecting the Work;
- (b) obtain all licences and permits (unless obtained by the Province) required by law to carry out the Work.

Compliance with the *Workers' Compensation Act*

- 12.02 The Contractor shall:
- (a) be solely responsible for construction safety at the Place of Work;
 - (b) at its own expense, provide the necessary WorkSafe BC compensation coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged

in the performance of the Work and shall ensure all approved Subcontractors obtain WorkSafe BC coverage;

- (c) if the Contractor or its Subcontractors do not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* in British Columbia, then the Contractor shall ensure that it and its Subcontractors apply for and maintain Personal Optional Protection under the *Workers Compensation Act*;
- (d) comply with, and ensure all Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers' Compensation Act* in British Columbia or similar laws in other jurisdictions;
- (e) be responsible for and pay for all fines, assessments, penalties and levies made or imposed under the *Workers' Compensation Act* and regulations relating in any way to the Work; and
- (f) upon request, provide the Province with proof of such compliance.

12.03 For the purposes of the *Workers' Compensation Act*, the Contractor may be considered the "Prime Contractor" for the Work, as described in the attached Safety Conditions Schedule, and as such shall enter into a Prime Contractor Agreement and carry out the duties as described therein.

Compliance of Plans and Specifications with Law

12.04 The Contractor is not responsible for verifying that the Plans and Specifications comply with any law. If the Plans and Specifications do not comply with law, either at the time this Agreement is executed or as a result of a subsequent modification in law, the Contractor shall advise the Ministry Representative in writing and, the Province may modify the Plans and Specifications to comply. The Contractor will complete the Work on the basis of the modified Plans and Specifications and the contract price may be modified in accordance with this Agreement.

ARTICLE 13 CHANGES IN THE WORK

13.01 "**Changes in the Work**" means additions, deletions or other revisions to the Work, within the intent of the Agreement, but are not Changed Conditions (see Section 14.01).

13.02 The Ministry Representative may, at any time before certifying Total Performance of the Work, do any of the following:

- (a) order additional work or material; or
- (b) order work or material to be deleted or changed;

from that provided for in the Plans and Specifications if the additional work or material, deletion or change is consistent with the general intent of the Agreement.

13.03 For changes to the Work ordered by the Ministry Representative:

- (a) the Contractor shall prepare and present to the Ministry Representative the Contractor's claim for a resulting change in the contract price or in the date of contract completion (or both), which claim shall be supported by appropriate documents acceptable to the Ministry Representative;
- (b) the Ministry Representative shall consider the claim by the Contractor with a view to becoming satisfied that the claim is appropriate; and
- (c) upon becoming satisfied as to the appropriateness of the claim, the Ministry Representative shall refer the matter to the Province for final approval.

13.04 The Contractor shall perform the Changes in the Work that are ordered by the Ministry Representative as if they had appeared in and been part of the Plans and Specifications.

13.05 Where a change is ordered by the Ministry Representative, the value of a change shall be determined in one or more of the following methods:

- (a) by estimate and acceptance in a lump sum;
- (b) by unit prices set out in this Agreement or subsequently agreed upon;
- (c) by actual cost of labour and materials and a fixed fee or percentage fee of **10%** percent;

- (d) by cost for all found equipment in accordance with rates established in the current edition of the 'Province of British Columbia, Equipment Rental Rate Guide'.
- 13.06 In the case of changes in the Work to be paid for under methods (b), (c) and (d) of Section 13.05:
- (a) the change shall not proceed unless and until the Ministry Representative and the Contractor have agreed on the form of presentation of costs and methods of measurement; and
 - (b) the Contractor shall keep accurate and complete records of quantities or costs and shall present an account of the cost of the change in the Work, together with vouchers where applicable, at intervals requested by the Ministry Representative.
- 13.07 When a change in the Work is proposed by the Contractor, the following procedure shall be carried out:
- (a) the Contractor shall prepare and present to the Ministry Representative the Contractor's proposal for changed Work together with any claim or credit, if applicable, for a resulting change in the contract price or in the date of contract completion (or both), which claim shall be supported by appropriate documents acceptable to the Ministry Representative;
 - (b) the Ministry Representative shall consider the proposal and claim by the Contractor with a view to becoming satisfied that the proposal and claim are appropriate; and
 - (c) upon becoming satisfied as to the appropriateness of the proposal and claim, the Ministry Representative shall refer the matter to the Province for final approval.
- 13.08 Changes in the Work shall not proceed without a written Amending Document signed by the Province and the Contractor.
- 13.09 Payment for Changes in the Work shall be made in accordance with Article 15.
- 13.10 If there is a change in the Work done by the Contractor pursuant to this Agreement, the Contractor shall ensure the surety companies named in the Performance Bond and the Labour and Material Payment Bond, if applicable, are advised and consent to the change.

ARTICLE 14 CHANGED CONDITIONS

- 14.01 "**Changed Conditions**" means physical conditions at the Place of Work which were not foreseen by the Contractor and which would not have been reasonably foreseen by a reasonable contractor who, prior to submitting its tender, conducted a thorough investigation of the work to be done to complete the Work, including thoroughly inspecting the Place of Work and reviewing all information available from the Province to persons wishing to submit tenders, but does not include any weather or natural event.
- 14.02 When the Contractor observes a Changed Condition, the Contractor shall advise the Ministry Representative or Inspector prior to proceeding with the Work. Should the Ministry Representative determine that conditions do differ materially, the Ministry Representative will issue appropriate instructions.
- 14.03 The Ministry Representative and the Contractor shall agree on the quantities and price of the work resulting from the Changed Condition, prior to certification of Total Performance of the Work, determined by any of the following methods:
- (a) by estimate and acceptance in a lump sum;
 - (b) by unit prices set out in this Agreement or subsequently agreed upon;
 - (c) by actual cost of labour and materials and a fixed fee or percentage fee; or
 - (d) by cost for all found equipment in accordance with rates established in the current edition of the 'Province of British Columbia, Equipment Rental Rate Guide'.

ARTICLE 15 PAYMENT

- 15.01 Applications for payment on account may be made monthly as the Work progresses, in a form acceptable to the Ministry Representative.

- 15.02 The Province will pay any applicable taxes payable under law or agreement with the relevant taxation authorities. Invoices must show the calculation of any applicable taxes (excluding taxes paid directly by the Contractor to a supplier and which are inclusive in the bid price) payable by the Province in relation to the Work as a separate line item.
- 15.03 Applications for payment shall be dated the last day of the agreed payment period and the amount claimed shall be either:
- (a) if based on unit price, at the applicable rates set out in Schedule "A" Unit Price Table, based upon the amounts of Work done by the Contractor, as estimated from progress measurements prepared by the Contractor and certified by the Ministry Representative; or
 - (b) if based on lump sum contract price, for the value, proportionate to the amount of the Agreement, of work performed and products delivered to the Place of Work at that date.

Terms of Payment

- 15.04 The Ministry Representative shall, no later than ten (10) days after the receipt of an application for payment from the Contractor submitted in accordance with Section 15.02 and 15.03, certify the application for payment in the amount applied for or in such other amount the Ministry Representative determines is properly due. If the Ministry Representative amends the application, the Ministry Representative shall promptly advise the Contractor in writing giving reasons for amendment.
- 15.05 The Province will make progress payments pursuant to Section 15.03 and subject to the holdback provisions of Section 15.09, in accordance with the Province's payment practices and the *Financial Administration Act*.
- 15.06 Regulations pursuant to the *Financial Administration Act* do not permit interest payments unless the account is overdue by at least sixty-one (61) days. The overdue period is calculated from the date the Ministry Representative authorizes payment, or the date the invoice is received, whichever is the latter, to the date the cheque is printed by the Ministry of Finance.

Appropriation

- 15.07 Despite any other provision of this Agreement, the obligation for payment of money by the Province to the Contractor, pursuant to this Agreement, is subject to:
- (a) the Legislative Assembly of the Province of British Columbia having provided sufficient funds to enable the Province, in any fiscal year or part thereof, to make payment pursuant to this Agreement when it is due; and,
 - (b) Treasury Board not having controlled or limited expenditure of any funds referred to in subparagraph (a).
- 15.08 No payment by the Province under this Agreement, or partial or entire use or occupancy of the Work by the Province, shall constitute an acceptance of work or products which are not in accordance with the Contract Documents, or a release of the Contractor from any responsibility under this Agreement.

Holdback

- 15.09 Progress payments approved under Section 15.04 shall be subject to a holdback of:
- (a) ten percent (10%) of the value of the Work performed and the materials supplied under the terms of the Contract; and
 - (b) where a cash Contract Security has been provided (no performance bond): an additional five percent (5%) of the value of the Work performed and the materials supplied, to be held for the warranty period specified in Article 19 or such longer period as may be specified by the Province in the case of a warranty claim.
- 15.10 No interest or other charges shall accrue on any amounts retained pursuant to Section 15.09.
- 15.11 Holdback funds shall be applied as follows:
- (a) firstly, to any unpaid government agencies;
 - (b) secondly, to the Contractor's workers, direct Subcontractors and material suppliers; and
 - (c) thirdly, as security for the correction of any breach of a provision of the Agreement.

Holdback Release

- 15.12 The Province shall approve release of the 10% holdback referred to in Section 15.09(a) to the Contractor no sooner than fifty-five (55) days following satisfaction of **ALL** of the following conditions:
- (a) the Ministry Representative certifies the date of Substantial Performance of the Work, if such certification is provided, or Total Performance otherwise;
 - (b) the Contractor provides to the Province a clearance letter from WorkSafe BC indicating all current assessments due from the Contractor have been paid;
 - (c) the Contractor provides to the Province an NRS263 Statutory Declaration (supplied by the Province) attesting that all monies owing to the Contractor's workers, Subcontractors, material and equipment suppliers and government agencies have been paid; and
 - (d) the Contractor provides to the Province written confirmation and acceptance of measurement quantities, if requested by the Ministry Representative.

ARTICLE 16 SUBSTANTIAL PERFORMANCE

- 16.01 Upon request by the Contractor for certification of substantial performance of the Work, the Ministry Representative or Inspector shall inspect the Work.
- 16.02 The Ministry Representative shall, upon inspection, issue a certificate for substantial performance of the Work if **ALL** the following conditions are met:
- (a) the Work is being used for the purpose intended or is ready for use without any deficiencies affecting the safety of those using or likely to use the Work; and
 - (b) the Contractor is not in breach of any term of the Agreement.
- 16.03 The certification of substantial performance of the Work shall describe the parts of the Work not completed to the satisfaction of the Ministry Representative and all things that must be done before the Ministry Representative will certify Total Performance of the Work.
- 16.04 If because of climatic or other conditions reasonably beyond the control of the Contractor there are items of the Work that cannot be performed, payment in full for work which has been performed as certified by the Ministry Representative shall not be withheld or delayed by the Province on account thereof, but the Province may withhold until the remaining work is finished, such monies as the Ministry Representative determines are sufficient and reasonable to cover the cost of performing such remaining work and to adequately protect the Province from claims.

ARTICLE 17 TOTAL PERFORMANCE

- 17.01 After the Province receives a written request for final inspection from the Contractor, if, in the opinion of the Ministry Representative, the Work has been completed and has satisfactorily passed all final tests prescribed by the Plans and Specifications, the Ministry Representative shall establish the date of Total Performance of the Work and certify for payment the remaining monies due to the Contractor under the Agreement.
- 17.02 If after the Contractor's request for final inspection, the Work is not completely acceptable to the Province, then the Ministry Representative will advise the Contractor of particular defects in the Work and the Contractor shall immediately rectify the defects to the satisfaction of the Ministry Representative.

ARTICLE 18 TAXES AND DUTIES

- 18.01 The Contractor shall pay any applicable taxes, customs duties and excise taxes in respect of the Agreement.
- 18.02 Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of the tender opening shall increase or decrease the contract price accordingly.
- 18.03 A Contractor who has neither residence nor place of business in the Province of British Columbia shall, upon request, provide the Province with proof of registration with the provincial sales tax authorities.

ARTICLE 19 WARRANTY

- 19.01 Notwithstanding any other provision of this Agreement, or the expiration or sooner termination of this Agreement, the Contractor agrees to correct promptly, at the Contractor's expense, defects or deficiencies in the Work which appear prior to and during the period of **one year** from the date of certification of Total Performance of the Work, or such longer periods as may be specified for certain products or work.
- 19.02 The Province shall promptly give the Contractor written notice of observed defects and deficiencies that occur during the warranty period.
- 19.03 The Contractor shall correct or pay for damage resulting from corrections made under the requirements of Section 19.01.

ARTICLE 20 PROVINCIAL PROPERTY

- 20.01 Any materials, equipment or property supplied by or on behalf of the Province to the Contractor as a result of this Agreement shall be the exclusive property of the Province.
- 20.02 The Contractor shall deliver the property to the Province immediately following the expiration or sooner termination of this Agreement. The Ministry Representative may, before the expiration or sooner termination of this Agreement, give written notice to the Contractor requesting the Contractor to return to the Ministry Representative any part of the property, in which event the Contractor shall comply with the request.
- 20.03 The Contractor is liable to the Province for any loss or damage to materials, equipment or property that is supplied or placed in the care, custody and control of the Contractor by the Province, for use in connection with the Agreement, excepting always loss or damage attributable to reasonable wear and tear.

ARTICLE 21 CLEANUP

- 21.01 The Contractor and its Subcontractors shall maintain the Place of Work in a tidy condition and free from accumulation of waste products and debris, other than that caused by the Province, Other Contractors or their employees.
- 21.02 Upon attaining Substantial Performance of the Work, the Contractor shall remove the Contractor's surplus products, tools, construction machinery and equipment not required for the performance of the remaining work. The Contractor shall also remove waste products and debris other than that caused by the Province, Other Contractors or their employees, and leave the Place of Work clean and suitable for occupancy or use by the Province, unless otherwise specified.
- 21.03 Total Performance of the Work shall not be attained until the Contractor has removed his surplus products, tools, construction machinery and equipment. The Contractor shall also have removed waste products and debris, other than that caused by the Province, Other Contractors or their employees.

ARTICLE 22 LAYOUT

- 22.01 The Contractor shall, at the Contractor's own expense:
- (a) layout the Work and, if requested by the Province, give the Ministry Representative or the Inspector such facilities and assistance in establishing lines, grades and points, and measure up the Work, as the Ministry Representative or the Inspector directs; and
 - (b) do whatever is necessary to ensure that all marks and stakes placed on the Work or Place of Work by or under the authority of the Ministry Representative or the Inspector, are protected and are not removed, defaced, altered or destroyed.
- 22.02 Before the commencement of the Work, the Contractor shall satisfy itself as to the meaning and correctness of all marks and stakes, as no claim will be accepted thereafter. If the Contractor determines or has reason to suspect any errors in the marks and stakes, he shall stop work and advise the Ministry Representative or the Inspector, who shall investigate and provide additional instructions for rectification, if necessary. No claim for delay or additional costs shall be permitted under this Section.

ARTICLE 23 DELAYS

- 23.01 If the Contractor is delayed in the performance of the Work by act or omission of the Province, Inspector, Other Contractor, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents, then the completion date specified in Section 5.02 shall be extended for such reasonable time as the Province may decide in consultation with the Contractor. The Contractor shall be reimbursed for reasonable costs incurred by the Contractor as the result of such delay.
- 23.02 If the Contractor is delayed in the performance of the Work by a stop work order issued by a court or other public authority, and if the order is issued because of an act of fault by the Province, (or any person employed or engaged directly or indirectly by the Province) and not an act of fault by the Contractor (or anyone employed or engaged directly or indirectly by the Contractor), then the contract completion date shall be extended for such reasonable time as the Province may decide in consultation with the Contractor. The Contractor shall be reimbursed for reasonable costs incurred by the Contractor as a result of such delay.
- 23.03 If the Contractor is delayed in the performance of the Work by labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the Contractor is a member or to which the Contractor is otherwise bound), fire, unusual delay by common carriers or unavoidable casualties or, without limit to any of the foregoing, by a cause beyond the Contractor's control, then the contract completion date shall be extended for such reasonable time as the Province may decide in consultation with the Contractor. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the Contractor agrees to a shorter extension. Subject to Section 23.05, the Contractor shall not be entitled to payment for costs incurred as a result of such delays.
- 23.04 No extension to the contract completion date shall be made for delay unless written notice of claim is given to the Ministry Representative not later than fourteen (14) days after the commencement of delay, providing, however, that in the case of a continuing cause of delay only one notice of claim shall be necessary.
- 23.05 Compensation is payable to the Contractor for delays under Section 23.03 only where such delay was caused by the Province, other than as a reasonable response to an event or situation beyond the Province's control.

ARTICLE 24 PROVINCE'S RIGHT TO PERFORM WORK OR STOP THE WORK OR TERMINATE CONTRACT

- 24.01 If the Contractor should neglect to prosecute the Work or on the happening of an Event of Default, or at any time thereafter, the Ministry Representative or Inspector may notify the Contractor in writing that the Contractor is in default and instruct the Contractor to correct the default in the five (5) days immediately following the receipt of such notice.
- 24.02 If the Contractor receives such notice pursuant to Section 24.01, the Contractor, subject to Section 24.03, shall correct the default immediately.
- 24.03 If the correction of the default cannot be completed in the five (5) days specified, the Contractor shall be in compliance with the Province's instructions if the Contractor:
- (a) commences the correction of the default within the specified time; and
 - (b) provides the Province with an acceptable schedule for such correction; and
 - (c) completes the correction in accordance with such schedule.
- 24.04 If the Contractor fails to correct the default in the time specified or subsequently agreed upon, the Province, without prejudice to any other right or remedy it may have, may, in its sole discretion do one or more of the following:
- (a) correct such default and deduct the actual cost thereof from any payment then or thereafter due the Contractor;
 - (b) terminate the Contractor's right to continue with the Work in whole or part.
 - (c) waive the default in a Notice and on such conditions as the Ministry Representative may determine; or

- (d) terminate this Agreement with immediate effect or on a future date specified by the Province.
- 24.05 If the Province terminates the Contractor's right to continue with the Work under the conditions set out in Section 24.04 (b) or (d), the Province shall be entitled to do any one or more of the following:
- (a) take possession of the Work and products and utilize all construction machinery and equipment, subject to the rights of third Parties, and finish the Work by whatever method it may consider expedient but without undue delay or expense;
 - (b) withhold further payments to the Contractor until the Work is finished, and
 - (c) upon Total Performance of the Work, charge the Contractor the full cost of finishing the Work (as certified by the Ministry Representative), which cost shall include compensation for any additional services of the Ministry Representative required to complete the Work.
- 24.06 No failure or delay on the Province's part to exercise its rights in relation to an Event of Default will constitute a waiver of such rights.
- 24.07 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.
- 24.08 The Contractor's obligations under the Agreement as to quality, correction and warranty of the work performed by the Contractor up to the time of termination shall continue in force after such termination.
- 24.09 The rights, powers, and remedies conferred upon the Province under this Article are not intended to be exclusive and each such right, power, and remedy referred to therein shall be cumulative and in addition to and not in substitution for every other right, power or remedy existing or available to the Province under the Agreement, at law or in equity, and the exercise by the Province of any right, power, or remedy shall not preclude the simultaneous or later exercise by the Province of any other right, power or remedy.
- 24.10 Notwithstanding any other provision of the Agreement, the Province may at any time and for any reason, upon giving thirty (30) days prior Notice to the contractor, terminate the Agreement.
- 24.11 Subsequent to receipt of Notice from the Province pursuant to Section 24.10, the Contractor shall only proceed with those portions of the Work specifically authorized in a Notice by the Ministry Representative to be completed prior to termination.
- 24.12 Upon termination of the Agreement in accordance with this Agreement, the Province shall have no further obligation to the Contractor save and except to pay to the Contractor:
- (a) The amount the Contractor is entitled to for Work completed to the Province's satisfaction prior to the date of termination after any deductions made in accordance with this Agreement; and
 - (b) Other actual expenses actually incurred by the Contractor, such as demobilization and compensation for unrecovered actual fixed expenses which are, in the sole opinion of the Province, reasonable in the circumstances.

ARTICLE 25 DISPUTE RESOLUTION

- 25.01 If a dispute occurs between the Parties concerning any matter under this Agreement, the disputing Party shall promptly advise the other Party and the Parties together shall use all reasonable efforts to resolve the dispute informally.
- 25.02 If the Parties are unable to resolve the dispute informally, within fourteen (14) days, the Contractor shall then give Notice, within fourteen (14) days, of the complaint to the Ministry Representative, which particulars shall include the following:
- (a) a detailed description of the nature of the complaint;
 - (b) a list of the relevant provisions of the Contract Documents; and
 - (c) a valuation by the Contractor of the matters in dispute.

- 25.03 The Province shall, within thirty (30) days of receipt by the Ministry Representative of the written particulars, give to the Contractor a decision, in writing, of one of the following:
- (a) that the Province accepts the position of the Contractor; or
 - (b) that the Province rejects the position of the Contractor.
- 25.04 If the Province accepts the position of the Contractor, the Parties shall enter into an Amending Document to reflect the agreement.
- 25.05 If the Province rejects the position of the Contractor, the Parties shall, if they both agree, have the matters resolved by arbitration, in accordance with the *Commercial Arbitration Act*.
- 25.06 If the matter in dispute is not resolved promptly pursuant to Section 25.01, the Ministry Representative may give to the Contractor such instructions as in the Ministry Representative's opinion are necessary to provide for the proper performance of the Work and to prevent delays.
- 25.07 If the Contractor receives instructions pursuant to Section 25.06, the Contractor shall act immediately to carry out the work pursuant to the instructions, but any work performed by the Contractor in this respect shall be without prejudice to any claim the Contractor may have concerning the dispute.
- 25.08 Nothing in this Article shall preclude either Party from having a dispute resolved by a court of competent jurisdiction.

ARTICLE 26 DAMAGES AND MUTUAL RESPONSIBILITY

- 26.01 If either Party to this Agreement should suffer damage in any manner due to a breach of the obligations of the other Party, then that Party shall be reimbursed by the other Party for such damage.
- 26.02 Claims for damage under Section 26.01 shall be made in writing to the Party liable within reasonable time after the first observance of such damage and if undisputed shall be confirmed by an Amending Document. Disputed claims shall be resolved as set out in Article 25.
- 26.03 If the Contractor has caused damage to the work of an Other Contractor at the Place of Work, the Contractor agrees upon due notice to settle with the Other Contractor by negotiation or arbitration. If the Other Contractor makes a claim against the Province on account of damage alleged to have been so sustained, the Province shall notify the Contractor and may require the Contractor to defend the action at the Contractor's expense. The Contractor shall satisfy a final order or judgment against the Province and pay the costs incurred by the Province arising from such action.
- 26.04 If the Contractor becomes liable to pay or satisfy a final order, judgment, or award against the Province, then the Contractor, upon undertaking to indemnify the Province against any and all liability for costs, shall have the right to appeal in the name of the Province such final order or judgment to any and all courts of competent jurisdiction.

ARTICLE 27 MISCELLANEOUS

Confidentiality

- 27.01 The Contractor will treat as confidential and will not, without the prior written consent of the Province, disclose or permit to be disclosed or used, either before or after the expiration or sooner termination of this Agreement, any information supplied to, obtained by, or which comes to the knowledge of the Contractor or its Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement except if the disclosure is necessary to enable the Contractor to fulfill its obligations under this Agreement or to comply with applicable laws or if it is information that is generally known to the public other than as a result of a breach of this Agreement.

Records to be Kept by Contractor

- 27.02 The Contractor shall:
- (a) maintain full records of his estimated and actual cost of the Work together with all tender calls, quotations, contracts, material cost distribution worksheets, equipment records (including, without limitation, hours of use and distribution), correspondence, invoices, receipts and vouchers relating thereto;
 - (b) when requested, make all records and material referred to in subsection (a), available for audit and inspection by the Ministry Representative, or by other persons acting on the Province's behalf;

- (c) allow any of the persons referred to in subsection (b) to make copies of and to take extracts from any of the records and material referred to in subsection (a); and
- (d) furnish any person referred to in subsection (b) with any information they may require from time to time in connection with such records and material.

The records maintained by the Contractor pursuant to this Section shall be kept intact by the Contractor until the expiration of seven (7) years after the date of Substantial Performance, if given, or Total Performance otherwise, or until the expiration of such other period of time as the Province may direct.

The Contractor shall permit the Province, at all reasonable times, to inspect and copy any findings, data, specifications, drawings, working papers, reports, documents and material whether complete or otherwise that have been produced, received or acquired by, or provided by or on behalf of the Province to the Contractor, as a result of this Agreement.

Samples and Testing

- 27.03 The Ministry Representative or the Inspector may, at the expense of the Province, take samples, and test and inspect materials that are incorporated or are intended to be incorporated into the Work. The Contractor shall cooperate with the Ministry Representative or the Inspector in providing every necessary facility for sampling, testing and inspecting.

The Contractor shall furnish to the Ministry Representative, if requested, a complete written statement of the origin, composition and manufacture of any materials supplied by the Contractor that are incorporated or are intended to be incorporated in the Work.

Defective Work

- 27.04 Defective work, whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor, and whether incorporated in the Work or not, which has been rejected by the Ministry Representative or Inspector as failing to conform to the Plans and Specifications shall be removed promptly from the Place of Work by the Contractor and replaced or re-executed promptly in accordance with the Plans and Specifications at the Contractor's expense.

The Contractor shall make good promptly Other Contractors' work destroyed or damaged by such removals or replacements, at the Contractor's expense.

If, in the opinion of the Ministry Representative, it is not expedient to correct defective work or work not performed in accordance with the Plans and Specifications, the Province may deduct from monies otherwise due to the Contractor, the difference in value between the work as performed and that called for by the Plans and Specifications, the amount of which will be determined in the first instance by the Ministry Representative.

Notice

- 27.05 Any notice or document required to be given under this Agreement shall be conclusively deemed to be validly given or delivered to and received by the Parties at the work site or at the address, facsimile, or email address specified on the first page of this Agreement (or at such other address as either Party may from time to time designate by notice in writing to the other):
- (a) if hand delivered to the Party or the specified Party representative, on the date of that personal delivery; or
 - (b) if pre-paid post and if mailed during any period when normal postal services prevail, on the fifth business day after its mailing; or
 - (c) if delivered by courier service, on the fifth business day after collection by the courier service; or
 - (d) if sent by facsimile or electronic transmission, on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a business day, in which case it will be deemed to be received on the next following business day.

Agreement Execution

- 27.06 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each Party and that executed copy being delivered to the other Party by a method provided for in Section 27.05 or any other method agreed to by the Parties.

Survival of Terms

- 27.07 All terms of this Agreement in favour of the Province and all rights and remedies of the Province, either at law or in equity, survive the expiration or sooner termination of this Agreement subject to any applicable limitation period prescribed by law.

Successors and Assigns

- 27.08 This Agreement enures to the benefit of and binds the Province and its assigns and the Contractor and its successors and permitted assigns.

The Contractor must not assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of the Province. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Use of the Work

- 27.09 The Contractor shall confine construction machinery and equipment, storage of products and the operations of employees to limits indicated by laws, ordinances, permits or the Contract Documents and shall not unreasonably encumber the Place of Work with products.

The Contractor shall not load, or permit to be loaded, any part of the Work with a weight or force that will endanger the safety of the workers or the Work.

The Contractor shall not erect or permit the erection of any sign or advertising on the Work or the Place of Work without the prior written consent of the Province.

Contractor Status

- 27.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not our:

- (a) employee or partner; or
- (b) agent except as may be expressly provided for in this Agreement.

You must not act or purport to act contrary to this section.

The Contractor will not purport to commit the Province to the payment of any money to any person.

All personnel hired or used by the Contractor to perform the Work are at all times the employees of the Contractor and not of the Province. The Contractor is solely responsible for arranging reliefs and substitutions, pay, supervision, discipline, unemployment insurance, leave and all other matters arising out of the relationship of employer and employee.

Unsuitable Workers

- 27.11 The Contractor must provide a sufficient number of persons to perform the Work and shall ensure all persons are fully instructed and supervised, legally entitled to work in Canada, competent, English literate, efficient, qualified by education, adequately trained, and experienced to carry out the tasks to which each is assigned.
- 27.12 The Contractor shall, upon request of the Ministry Representative, remove any person employed by the Contractor for purposes of this Agreement who, in the opinion of the Province, is incompetent or has exhibited improper conduct and the Contractor shall not permit a person who has been removed to return to the Place of Work.

Terms of Tender

- 27.13 The Contractor represents to the Province that the Contractor has complied with any investigative requirements in the Conditions of Tender and has fully advised Subcontractors of the results of investigation where appropriate.

Non-Waiver

- 27.14 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving Party and is not a waiver of any other term or breach.

Time of Essence

- 27.15 Time shall be of the essence in this Agreement, and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Representations and Warranties

- 27.16 As at the date this Agreement is executed and delivered by, or on behalf of, the Parties, the Contractor represents and warrants, except to the extent it has previously disclosed otherwise in writing to the Province:
- (a) all information, statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct; and
 - (b) if the Contractor is not an individual:
 - i) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on its behalf, and
 - ii) this Agreement has been legally and properly executed by the Contractor, or on its behalf, and is legally binding upon and enforceable against the Contractor in accordance with its terms.

The Parties hereto have duly executed this Agreement.

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
_____ (Authorized Ministry Expense Authority)	_____ (Contractor or Authorized Signatory)
Printed Name	Printed Name
_____ Dated this ____ day of _____, 20__	_____ Dated this ____ day of _____, 20__

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(CONSTRUCTION AGREEMENT)
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Natural Resource Sector

**MAJOR WORKS CONTRACT
SCHEDULE "A" – SCHEDULE OF
APPROXIMATE QUANTITIES AND
UNIT PRICE TABLE**

BRIDGE INSTALLATION - N2-0146A, N2-224A & N2-135A

Price Schedule - Table 1 Bridge Replacement at 65.7km White-Middle Fork FSR N2-146A					
Item No.	Item or Description of Work	Unit of Measurement	A Estimated Quantity	B Price Per Unit Excluding GST and PST as a taxable transaction charged to the Province	C Extended \$\$.¢¢ Amount Excluding GST and PST as a taxable transaction charged to the Province (C = A x B)
1.	Construction Survey and Layout	Lump Sum	N/A	N/A	\$ _____
2.	Removal and disposal of 9m log stringer bridge. Removal and transportation of existing 12.2m temporary bridge to 2550 Stahl Road, Cranbrook, BC	Lump Sum	N/A	N/A	\$ _____
3.	Installation of replacement N2-146A Pre-cast Footings, Pipe Towers, Cap Beam & Steel Girder/Concrete Deck Superstructure	Lump Sum	N/A	N/A	\$ _____
4.	Installation of No-post barriers	Lump Sum	N/A	N/A	\$ _____
5.	Supply and Install of Geo-Textiles	Lump Sum	N/A	N/A	\$ _____
6.	loading, hauling and placement of rip rap of Rip-Rap	Cubic Meter	415 m ³	\$ _____	\$ _____
7.	Completion of all Road Approach Works (0+000to 0+110m) and clean-up.	Lump Sum	N/A	N/A	\$ _____
8.	Grout Sampling & Testing by Independent 3 rd Party	Lump Sum	N/A	N/A	\$ _____
Total Estimated Bid Price N2-146A:					\$ _____

Price Schedule - Table 2
Bridge Replacement at 67.4km White-Middle Fork FSR N2-224A

Item No.	Item or Description of Work	Unit of Measurement	A Estimated Quantity	B Price Per Unit Excluding GST and PST as a taxable transaction charged to the Province	C Extended \$\$.¢¢ Amount Excluding GST and PST as a taxable transaction charged to the Province (C = A x B)
1.	Construction Survey and Layout	Lump Sum	N/A	N/A	\$ _____
2.	Installation of replacement N2-224 Pre-cast Footings, Pipe Towers, Cap Beam & Steel Girder/Concrete Deck Superstructure	Lump Sum	N/A	N/A	\$ _____
3.	Installation of No-post barriers	Lump Sum	N/A	N/A	\$ _____
4.	Supply and Install of Geo-Textiles	Lump Sum	N/A	N/A	\$ _____
5.	loading, hauling and placement of rip rap of Rip-Rap	Cubic Meter	415 m ³	\$ _____	\$ _____
6.	Completion of all Road Approach Works (0+000to 0+203m) and clean-up.	Lump Sum	N/A	N/A	\$ _____
7.	Grout Sampling & Testing by Independent 3 rd Party	Lump Sum	N/A	N/A	\$ _____
Total Estimated Bid Price N2-224A:					\$ _____

Price Schedule - Table 3
Bridge Replacement at 39.9km White - Blackfoot N2-135A

Item No.	Item or Description of Work	Unit of Measurement	A Estimated Quantity	B Price Per Unit Excluding GST and PST as a taxable transaction charged to the Province	C Extended \$\$.¢¢ Amount Excluding GST and PST as a taxable transaction charged to the Province (C = A x B)
1.	Construction Survey and Layout	Lump Sum	N/A	N/A	\$ _____
2.	Removal, transportation and unloading of existing 16.4 bridge to 2550 Stahl Road, Cranbrook, BC	Lump Sum	N/A	N/A	\$ _____
3.	Installation of replacement N2-135A Pre-cast Footings, Pipe Towers, Cap Beam & Steel Girder/Concrete Deck Superstructure	Lump Sum	N/A	N/A	\$ _____
4.	Installation of No-post barriers	Lump Sum	N/A	N/A	\$ _____
5.	Supply and Install of Geo-Textiles	Lump Sum	N/A	N/A	\$ _____
6.	loading, hauling and placement of rip rap of Rip-Rap	Cubic Meter	375 m ³	\$ _____	\$ _____
7.	Completion of all Road Approach Works (0+025to 0+085m) and clean-up.	Lump Sum	N/A	N/A	\$ _____
8.	Grout Sampling & Testing by Independent 3 rd Party	Lump Sum	N/A	N/A	\$ _____
Total Estimated Bid Price N2-135A:					\$ _____

Price Schedule - Table 4
TOTALS FOR N2-146A, N2-224A & N2-135A

Item No.	Item or Description of Work	Unit of Measurement	A Estimated Quantity	B Price Per Unit Excluding GST and PST as a taxable transaction charged to the Province	C Extended \$\$.¢¢ Amount Excluding GST and PST as a taxable transaction charged to the Province (C = A x B)
1.	Table 1 Bridge Replacement at 65.7km White-Middle Fork FSR (N2-146A)	Lump Sum	N/A	N/A	\$ _____
2.	Table 2 Bridge Replacement at 67.4 White-Middle Fork FSR (N2-224)	Lump Sum	N/A	N/A	\$ _____
3.	Table 3 Bridge Replacement at 39.9km White - Blackfoot (N2-135A)	Lump Sum	N/A	N/A	\$ _____
<i>Total Estimated Bid Price N2-146A, N2-224A & N2-135A:</i>					\$ _____

Invoices are to be sent to Hans.Beurskens@gov.bc.ca



Natural Resource Sector

MAJOR WORKS CONTRACT SCHEDULE "B" – INSURANCE REQUIREMENTS

1. The Contractor shall, without limiting its obligations or liabilities or restricting the generality of the indemnification provisions contained in the Agreement, at its own expense, provide and maintain, the following insurance(s) coverage as fully specified in Paragraph 14 and any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in its sole discretion.
2. Unless otherwise specified, the duration of each coverage and insurance policy shall be from the date of commencement of Work and shall remain in full force and effect until all conditions of the Agreement have been fully complied with and until acceptance by the Ministry of all Works and appurtenances pertaining to the Agreement.
3. Insurance shall be placed with Insurers licensed to underwrite such insurance in Canada and in forms and amounts acceptable to the Province. All such insurance shall be at no expense to the Province. If the Province requires additional Insurance Coverage to be obtained by the Contractor, the additional expense of such additional insurance shall be borne by the Province.
4. All insurance shall be primary and not require the sharing of any loss by any insurer of the Province.
5. The Contractor hereby waives all rights of recourse against the Province with regard to damage to the Contractor's property.
6. Notwithstanding Paragraph 7, the Contractor shall, prior to the commencement of the Work and before any payments are made under the Agreement, file with the Ministry Representative evidence of insurance coverage in the form of a completed Province of British Columbia Certificate of Insurance (Form FIN 173). When requested by the Province, the Contractor shall provide certified copies of required insurance policies.
7. ICBC's Confirmation of Automobile Insurance Coverage (Form APV 47) or Confirmation of Unlicensed Vehicle Coverage (Form APV 45) shall be used when applicable as evidence of Automobile Liability Insurance for vehicles or off-road vehicles used during the performance of the work.
8. The insurance policies, except for ICBC Automobile Liability Insurance, shall provide that the insurance shall not be canceled or materially changed so as to affect the coverage provided under the Agreement, without the Insurer giving at least thirty (30) days prior written notice to the Province.
9. Failure to provide the required insurance documentation shall result in termination of the Agreement.
10. If the insurance policies expire prior to the end of the Agreement Term, the Contractor shall provide the ministry evidence of renewal or new policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance and ICBC's Form APV 47 or APV 45, if applicable, at least ten (10) days prior to the expiry date of the policies listed in this Schedule.
11. The payment of any deductible shall be the responsibility of the Contractor, except for flood and earthquake which will be the responsibility of the Province.

12. The Contractor shall ensure that all its subcontractors performing Services under the Agreement carry insurance in the form and limits specified in Paragraph 14.
13. Unless stated otherwise under any subsection of Paragraph 14, where the Province is to be added as an Additional Insured or otherwise to be identified on the policy, it shall be written as follows: "Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Forests, Lands and Natural Resource Operations and any of its employees, servants or agents".
14. The following forms of insurance and specified minimum limits are required.

- a) **Commercial General Liability** insurance in an amount not less than \$2 million inclusive per occurrence against bodily injury, personal injury, and damage to property including loss of use thereof arising out of or resulting from the Work and including liability assumed under the Agreement.

Such policy(s) of insurance shall include, but not be limited to:

- i) Products and Completed Operations Liability;
- ii) Owner's and Contractor's Protective Liability;
- iii) Contingent Employer's Liability;
- iv) Blanket Written Contractual Liability;
- v) Personal Injury Liability;
- vi) Non-Owned Automobile Liability;
- vii) Cross Liability;
- viii) Employees as Additional Insureds;
- ix) Broad Form Property Damage;
- x) Sudden and Accidental Pollution endorsement on the Commercial General Liability insurance policy with a limit of liability not less than the amount indicated below per occurrence insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the Contractor's performance of the Agreement, or if such endorsement is unavailable on the Commercial General Liability insurance policy, a Sudden and Accidental Pollution insurance policy insuring against same and with same limits of liability indicated below, and this insurance shall include the Province as an additional insured as stated below:
 - ☒ \$250,000
 - ☐ \$500,000
 - ☐ \$1 million
 - ☐ Not applicable

and where such further risk exists:

- xi) Including but not limited to shoring, blasting, excavating, underpinning, demolition, hot roof application, crane operations and removal, piledriving and caisson work, work below ground surface, tunnelling and grading;
- xii) Elevator and Hoist Liability;
- xiii) Operation of Attached Machinery;
- xiv) Forest Fire Fighting Expense Coverage in the amount of:
 - ☒ \$1 million
 - ☐ \$500,000
 - ☐ Not applicable
- xv) Construction activities occurring at airport facilities. Alternatively, coverage may have to be provided under an aviation liability policy.
 - ☐ Applicable
 - ☒ Not applicable

- xvi) Where the Contractor's performance of the work is associated with hazardous materials clean-up, removal and/or containment, transit and disposal, Contractor's Pollution Liability insurance policy with a limit of liability not less than \$2 million inclusive per occurrence insuring against bodily injury and property damage. This insurance must include the Province as an additional insured for its vicarious liability as land owner, project owner, or party to this Agreement. Such insurance shall not be impaired by any time element limitations, biological contaminants (without limitation, mould and bacteria), asbestos, or lead based paint exclusions. Any "insured vs. insured" exclusion shall not prejudice coverage for the Province and shall not affect the Province's ability to bring suit against the Contractor as a third party.

Such insurance must:

- i) Include as a protected entity the Province and each Contractor, Subcontractor, Architect, Engineer, Consultant and anyone employed by them to perform a part or parts of the Work, but excluding suppliers whose only function is to supply and/or transport products to the work site;
- ii) as per Paragraph 13 above, identify the Province on the policy;
- iii) preclude subrogation claims by the insurer against anyone insured by the policy; and
- iv) provide, where a warranty period is required by the Province under this Agreement, Products and Completed operations coverage, as applicable, in force for the duration of the warranty period.

b) Automobile Liability

Third Party Automobile Liability on all vehicles or off-road vehicles owned, leased, rented or used in the performance of this Agreement, in an amount not less than \$2 million inclusive per occurrence must be provided for any such vehicle.

c) Aviation Liability

Where any aircraft (including helicopters) are operated or used in the performance of this Agreement, the Contractor will obtain and maintain, or will cause to be obtained and maintained and will provide evidence to the Province of a Subcontractor's compliance with this requirement, Aviation Liability Insurance insuring against bodily injury, property damage, and passenger liability, in an amount not less than the limits of liability imposed by any *Canadian Aviation Regulation* and in any event not less than a per occurrence combined single limit of:

- i) \$3 million for aircraft up to 5 passenger seats, or
- ii) \$3 million plus \$1 million for each additional passenger seat for aircraft up to 10 passenger seats, or
- iii) \$10 million for aircraft over 10 passenger seats;

Such insurance shall include a cross liability clause.

As per Paragraph 13 above, the Province is to be added as an "Additional Insured" under this policy.

d) Watercraft Liability

Where any watercraft are operated or used (including rented watercraft) in the performance of this Agreement, the Contractor will obtain and maintain, or will cause to be obtained and maintained and will provide evidence to the Province of a Subcontractor's compliance with this requirement, Watercraft liability insurance in an amount not less than the limits of liability imposed by the *Marine Liability Act* and in any event not less than \$2 million inclusive per occurrence.

Such insurance shall include:

- i) a cross liability clause

- ii) Sudden and Accidental Pollution endorsement on the Watercraft liability insurance policy with a limit of liability not less than the amount indicated below per occurrence insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the Contractor's performance of the Agreement, or if such endorsement is unavailable on the Watercraft Liability insurance policy, a Sudden and Accidental Pollution insurance policy insuring against same and with same limits of liability indicated below, and this insurance shall include the Province as an additional insured as stated below:

- ☐ \$250,000
- ☐ \$500,000
- ☐ \$1 million
- ☒ Not Applicable

Where applicable, such policy will also include coverage for marine towing operations.

As per Paragraph 13 above, the Province is to be added as an "Additional Insured" under this policy.

e) **Builder's All-risk**

Property insurance in the form of an "all-risks" builder's risk policy including but not limited to coverage for structural collapse, flood and earthquake. Such policy must insure the Work to the total of the full value of the contract price including the value of any labour and materials and/or structures and/or property and/or equipment destined for or entering into or forming part of the Work and must extend to cover property at any other location, awaiting and/or during construction or erection, while in transit and during installation and testing occurring anywhere within Canada or the continental United States of America.

Such insurance must:

- i) preclude subrogation claims by the insurer against anyone insured by the policy except where a loss is deemed to have been caused by or resulting from any error in design or any other professional error or omission;
- ii) include as a protected entity the Province and each of the Contractor, the Sub-contractors, Architect or Engineer and all others having an insurable interest in the Work;
- iii) identify the Province as "Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Forests, Lands and Natural Resource Operations";
- iv) permit that use and occupancy of the Work or any part thereof prior to Substantial Performance will not be cause for any termination of coverage; and
- v) automatically include any changes in design or method of construction.

Deductibles per Occurrence:

- i) Flood - \$25,000.00 maximum;
- ii) Earthquake – up to 10% of the actual value at the time of loss;
- iii) All other losses up to \$5,000.00 or one percent (1%) of the contract amount, whichever is greater.

The Contractor shall, at its own expense, take special precaution to prevent fires occurring in or about the Work and shall observe and comply with all insurance policy warranties and all laws and regulations in force respecting fires.

Where, due to the nature of the work the full insurable value of the work is substantially less than the full value of the contract price, the Province shall, at its sole discretion, reduce the amount of insurance required or waive the Builder's All-risk insurance requirement.

f) **Contractor's Construction Equipment**

Contractor's construction Equipment insurance covering construction machinery and equipment used by the Contractor for performance of the Work in such forms and amounts as will enable prompt replacement and repair of the equipment.



Natural Resource Sector

MAJOR WORKS CONTRACT SCHEDULE "C" – SPECIAL PROVISIONS

Synopsis: This project consists of installation of three steel girder bridges in the Rocky Mountain Resource District.

- Site 1 N2-146A 24.38m o/o steel girder/ composite concrete deck 65.7km White – Middle Fork FSR.
- Site 2 N2-224 24.38m o/o steel girder/ composite concrete deck 67.4km White – Middle Fork FSR.
- Site 3 N2-135A 21.34m o/o steel girder/ composite concrete deck 39.9km White- Blackfoot FSR.

Site 1 N2-146A

Synopsis: This project consists of the installation of one 24.38 m o/o steel girder superstructure with concrete deck on post on pad foundation. Service will include the deactivation of the existing 12.2m temporary steel/ wood decked bridge that over-spans a 9m log stringer bridge on log cribs (downgraded to 2 tonnes). This log stringer bridge will also need to be deactivated. 12.2 m steel Girder Bridge / timber decked bridge will need to be transported to the Ministry yard in Cranbrook. The 9m log stringer bridge can be disposed adjacent to the site in a location approved by a ministry official.

SCOPE OF WORK

WORKS TO INCLUDE BUT ARE NOT LIMITED TO:

- Coordinate transport of new bridge materials from the fabricator to the site.
- Removal existing structure 12.2 m temporary timbers decked steel bridge over-spanning the log stringer bridge. This will include transporting and unloading of existing steel, timber deck and concrete sills to ministry storage 2550 Stahl Road, Cranbrook, BC. The existing 9m bridge is to be removed and disposed of. Untreated timber deck, ties, curbs, log stringers and log cribbing are to be buried off site in a suitable location approved by the Ministry Representative. Other materials, including creosoted materials, treated timber, wire rope; geo-textile and geo-grid must be disposed of at an appropriate facility at the contractor's expense.
- Install new N2-146A Bridge in accordance with the layout and conceptual drawings attached.
- Transport and placement of 415m³ of rip rap as per the General Arrangement drawings and as specified below.
- Place approach fills to design grade in accordance with the general arrangement drawings.
- HSS railings to be field drilled and field fitted to post supports. HSS rail sleeves to be field drilled and bolted at all rail joints.

1. Bridge components the contractor must provide:

- Any applicable materials required to complete the mitigative measures in the Environmental Management Plan.
- All geo-textiles required (as specified in drawings).
- All granular materials required for approach fills as specified.
- 25mm minus clean, well-graded crush for leveling fill

2. The Ministry will provide the following:

- All major bridge superstructure and substructure components including no post barrier materials will be supplied by the Ministry of Forests, Lands and Natural Resource Operations (MFLNRO). These bridge components are F.O.B. to site. The Contractor will be responsible for coordinating delivery with the suppliers, coordinating the delivery with the other road users and performing the off-loading of the bridge at the bridge site. The Contractor will ensure sufficient labour and adequate equipment are available to off load all bridge components within the one hour wait time allowed.

▪ .Pioneer Precast Concrete, Tim Wall, (604)702-0610

- Professional of Record
 - Environmental Monitor
 - Environmental Management Plan.
 - Rip Rap stockpiled adjacent to the site (150m from the site on the town side).
3. Site access details: (From Cranbrook) Travel 9km on Hwy 3 and take exit to Hwy 93/95. Continue for 31.3km on Hwy 93/95. Turn right onto Hwy 93/95 and continue north for 36km. Turn left onto the White-Swan FSR and travel for 31.9km. Turn right and continue for another 12.6km. Turn left onto the White Middlefork FSR and travel another 21km to the site.
4. Rip-rap is to be placed as per the General Arrangement design and to the satisfaction of the Professional of Record. Rip Rap has been stockpiled adjacent to the site. Rip rap is to be placed a minimum of 700mm nominal thickness over the specified non-woven geotextile. Final fabric overlap to be a minimum of 400mm following rip rap placement.
5. Approach construction shall be completed as per attached drawings 2017-01-27 N2-146A – IFC.pdf. 0+000 to 0+110. Well graded granular backfill shall be clean and free draining of 75mm maximum size. Gravel source is located within 1 km of the bridge site. Approaches must be graded upon completion of works.
6. Footing excavation and foundation preparation, including leveling fill compaction, is to be inspected and approved by the Professional of Record. Leveling fill is to be clean, well graded 25mm minus crush placed over the specified geo-textile and compacted to 95% S.P.D. Leveling fill with greater than 5% fines will be rejected. Minimum required compaction equipment is to be a 1000 lb plate compactor. Suitable and adequate leveling fill meeting these specifications is to be supplied by the contractor.
7. Removal existing structure 12.2 m temporary timbers decked steel bridge over-spanning the log stringer bridge. This will include transporting and unloading of existing steel, timber deck and concrete sills to ministry storage 2550 Stahl Road, Cranbrook, BC. (It is expected that this structure is to be used as a temporary for the installation of n2-224) The existing 9m bridge is to be removed and disposed of. Untreated timber deck, ties, curbs, log stringers and log cribbing are to be buried off site in a suitable location approved by the Ministry Representative. Other materials, including creosoted materials, treated timber, wire rope; geo-textile and geo-grid must be disposed of at an appropriate facility at the contractor's expense.
8. There are in-stream works for this location; the contractor is expected to complete the mitigative measures as outlined in the Environmental Management Plan from Lotic Environmental. The ministry shall provide the Environmental Monitor (EM) for this project. **If the contractor plans the date and time for the EM to be onsite and delays occur, due to the contractors responsibility, for the specific phase of environmental monitoring; the additional cost for the EM will be the responsibility of the contractor.**

Site 2 N2-224

Synopsis: This project consists of the installation of one 24.38 m o/o steel girder superstructure with concrete deck on post on pad foundation.

SCOPE OF WORK

WORKS TO INCLUDE BUT ARE NOT LIMITED TO:

- Coordinate transport of new bridge materials from the fabricator to the site.
- Install new N2-224 Bridge in accordance with the layout and conceptual drawings attached.
- Transport and placement of 375m³ of rip rap as per the General Arrangement drawings and as specified below.
- Place approach fills to design grade in accordance with the general arrangement drawings.
- HSS railings to be field drilled and field fitted to post supports. HSS rail sleeves to be field drilled and bolted at all rail joints.

9. Bridge components the contractor must provide:

- Any applicable materials required to complete the mitigative measures in the Environmental Management Plan.
- All geo-textiles required (as specified in drawings).
- All granular materials required for approach fills as specified.
- 25mm minus clean, well-graded crush for leveling fill
- Rip Rap. (sort, transport and place from ministry pit 300m from bridge site on town side)

10. The Ministry will provide the following:

- All major bridge superstructure and substructure components including no post barrier materials will be supplied by the Ministry of Forests, Lands and Natural Resource Operations (MFLNRO). These bridge components are F.O.B. to site. The Contractor will be responsible for coordinating delivery with the suppliers, coordinating the delivery with the other road users and performing the off-loading of the bridge at the bridge site. The Contractor will ensure sufficient labour and adequate equipment are available to off load all bridge components within the one hour wait time allowed.

▪ . Rapidspan,Paul King, (250) 548-9676

- Professional of Record
- Environmental Monitor
- Environmental Management Plan.

11. Site access details: (From Cranbrook) Travel 9km on Hwy 3 and take exit to Hwy 93/95. Continue for 31.3km on Hwy 93/95. Turn right onto Hwy 93/95 and continue north for 36km. Turn left onto the White-Swan FSR and travel for 31.9km. Turn right and continue for another 12.6km. Turn left onto the White Middlefork FSR and travel another 23km to the site.

12. Rip-rap is to be placed as per the General Arrangement design and to the satisfaction of the Professional of Record. Rip Rap has been stockpiled adjacent to the site. Rip rap is to be placed a minimum of 700mm nominal thickness over the specified non-woven geotextile. Final fabric overlap to be a minimum of 400mm following rip rap placement.

13. Approach construction shall be completed as per attached drawings 2017-01-27 N2-224A – IFC.pdf. 0+000 to 0+203. Well graded granular backfill shall be clean and free draining of 75mm maximum size. Gravel source is located within 1 km of the bridge site. Approaches must be graded upon completion of works.

14. Footing excavation and foundation preparation, including leveling fill compaction, is to be inspected and approved by the Professional of Record. Leveling fill is to be clean, well graded 25mm minus crush placed over the specified geo-textile and compacted to 95% S.P.D. Leveling fill with greater

than 5% fines will be rejected. Minimum required compaction equipment is to be a 1000 lb plate compactor. Suitable and adequate leveling fill meeting these specifications is to be supplied by the contractor.

15. There is no anticipated in-stream works for this location except for the initial crossing to install temporary bridge. ; The contractor is expected to complete the mitigative measures as outlined in the Environmental Management Plan from Lotic Environmental. The ministry shall provide the Environmental Monitor (EM) for this project. **If the contractor plans the date and time for the EM to be onsite and delays occur, due to the contractors responsibility, for the specific phase of environmental monitoring; the additional cost for the EM will be the responsibility of the contractor.**

Site 3 N2-135A

Synopsis: This project consists of the installation of one 21.34 m o/o steel girder superstructure with concrete deck on post on pad foundation. Service will include the deactivation of the existing 16.4m steel Girder Bridge / non-composite concrete deck on post on pad abutments. Existing 16.4 m o/o temporary bridge (steel, concrete deck and abutment materials) is to be transported to the Ministry yard in Cranbrook.

SCOPE OF WORK

WORKS TO INCLUDE BUT ARE NOT LIMITED TO:

- Coordinate transport of new bridge materials from the fabricator to the site.
- Install new N2-135A Bridge in accordance with the layout and conceptual drawings attached.
- Removal existing structure 16.4m. This will include transporting and unloading of existing steel, concrete deck (non-composite), concrete ballast wall and pad/post abutments to ministry storage 2550 Stahl Road, Cranbrook, BC..
- Transport and placement of 425m³ of rip rap as per the General Arrangement drawings and as specified below. (Rip rap to be stockpiled at the site by the ministry)
- Place approach fills to design grade in accordance with the general arrangement drawings.
- HSS railings to be field drilled and field fitted to post supports. HSS rail sleeves to be field drilled and bolted at all rail joints.

16. Bridge components the contractor must provide:

- Any applicable materials required to complete the mitigative measures in the Environmental Management Plan.
- All geo-textiles required (as specified in drawings).
- All granular materials required for approach fills as specified.
- 25mm minus clean, well-graded crush for leveling fill

17. The Ministry will provide the following:

- All major bridge superstructure and substructure components including no post barrier materials will be supplied by the Ministry of Forests, Lands and Natural Resource Operations (MFLNRO). These bridge components are F.O.B. to site. The Contractor will be responsible for coordinating delivery with the suppliers, coordinating the delivery with the other road users and performing the off-loading of the bridge at the bridge site. The Contractor will ensure sufficient labour and adequate equipment are available to off load all bridge components within the one hour wait time allowed.

▪ . Rapidspan, Paul King, (250) 548-9676

- Professional of Record
- Environmental Monitor
- Environmental Management Plan.
- Rip Rap stockpiled adjacent to the site (150m from the site on the town side).

18. Site access details: (From Cranbrook) Travel 9km on Hwy 3 and take exit to Hwy 93/95. Continue for 31.3km on Hwy 93/95. Turn right onto Hwy 93/95 and continue north for 36km. Turn left onto the White-Swan FSR and travel for 28.9km. Turn right on the White Blackfoot FSR and continue for 10.8km to the site
19. Rip-rap is to be placed as per the General Arrangement design and to the satisfaction of the Professional of Record. Rip Rap has been stockpiled adjacent to the site. Rip rap is to be placed a minimum of 700mm nominal thickness over the specified non-woven geotextile. Final fabric overlap to be a minimum of 400mm following rip rap placement.
20. Approach construction shall be completed as per attached drawings 2017-01-27 N2-135A – IFC.pdf. 0+030 to 0+085. Well graded granular backfill shall be clean and free draining of 75mm maximum size. Gravel source is located within 1 km of the bridge site. Approaches must be graded upon completion of works.
21. Footing excavation and foundation preparation, including leveling fill compaction, is to be inspected and approved by the Professional of Record. Leveling fill is to be clean, well graded 25mm minus crush placed over the specified geo-textile and compacted to 95% S.P.D. Leveling fill with greater than 5% fines will be rejected. Minimum required compaction equipment is to be a 1000 lb plate compactor. Suitable and adequate leveling fill meeting these specifications is to be supplied by the contractor.
22. The existing 16.4 non-composite concrete on steel bridge and associated abutments (post on pad) to be deactivated. The existing 16.4m existing structure (Steel, Concrete deck, concrete sills and abutment materials) are to be transported and unloaded at 2550 Stahl Road, Cranbrook, BC at the contractor's expense.
23. It is expected that the existing structure will be used for the temporary crossing.
24. There is no anticipated in-stream works for this location except for the initial crossing to install temporary bridge. ; the contractor is expected to complete the mitigative measures as outlined in the Environmental Management Plan from Lotic Environmental. The ministry shall provide the Environmental Monitor (EM) for this project. **If the contractor plans the date and time for the EM to be onsite and delays occur, due to the contractors responsibility, for the specific phase of environmental monitoring; the additional cost for the EM will be the responsibility of the contractor.**

THE FOLLOWING SECTIONS APPLY TO ALL SITES:

1. Milestones:

- | | | |
|------|-------------------------|---|
| i) | July 5, 2017 | Completion of office pre-work meeting |
| ii) | October 15, 2017 | Completion of instream works. |
| iii) | November 1, 2017 | Total completion of new installations including road approaches and grout cured for 72 hours. |

2. A start-up office meeting shall be held by no later than **July 5, 2017** between the Contract Coordinator and the Contractor to accept and negotiate scheduling, to collect plans and documentation, and to discuss personnel and responsibilities. The contractor's Site Supervisor shall be approved by the Ministry representative prior to the office pre-work. At the cost of the contractor, the following parties must attend the pre-work: Contract Representatives, Site Supervisor, Contractor, and applicable subcontractors. The office pre-work will be held at the Resources Management Building in Cranbrook 1902 Theatre Road.
3. The following plans must be provided before or at the office pre-work meeting:

- A copy of the company's safety plan including fall protection plan;
 - Work schedule – proposed work schedule to be provided a minimum of 48 hrs prior to the office pre-work meeting; final within 3 working days of equipment mobilization;
 - All formworks, false works and temporary structures required for construction must be described in writing at this meeting.
4. The following general requirements should also be addressed at the office pre-work meeting:
- Known hazards
 - Variances, permits and permissions as required,
 - Heating and Hoarding Plan for cold weather grouting (below +5 deg C)
 - Re-vegetation and Site Rehabilitation Prescription identification for disturbed areas
5. For each site, there will be a Field meeting which should be held at least 24 hours prior to equipment mobilization. For the field pre-work the following parties must attend: Contract Representatives, Site Supervisor, Professional of Record, the Qualified Environmental Monitor, all key contractor personnel, CWB Certified welder, surveyor, contractor and any contract monitors working for the ministry
6. The following must be provided before or at the field meeting:
- Listing of key personnel to be on site (with contact telephone numbers);
 - Emergency Response Plan;
(see http://www.for.gov.bc.ca/ftp/TOC/external/publish/EMS2/ERM/ERP_Template.pdf for example)
 - Sediment control measures – at start up meeting;
 - Copy of Notice of Project – (original to WCB) prior to construction start-up
 - All welding documentation as described below.
7. The Coordinating Registered Professional for this project will be Drew Alway, P.Eng.
8. The contract will be administered by Ministry Representative Hans Beurskens, RFT Ph (250) 250-318-4837.

TEMPORARY CONSTRUCTION STRUCTURES

All false works, form works, temporary structure construction, are the cost of the contractor and must be designed by the contractor's P. Engineer. All of these works are to be removed prior to completion and demobilization and within the specified in stream work window.

WELDING

All welding shall conform in quality and workmanship to the latest CSA W59. The weld area shall be dry and wind free during welding and shall cool without chilling following welding.

Welding shall be undertaken by a company approved by the Canadian Welding Bureau (CWB) to the requirements of CSA W47.1, Division 3 or better.

RIP RAP

All rip-rap is to be placed as per the General Arrangement design and to the satisfaction of the Professional of Record.

APPROACH CONSTRUCTION

For the new approach road construction, the contractor must follow these specifications:

- If an archaeological site is encountered during development, activities must be halted and the Archaeology Branch contacted at 250-953-3334. The ministry representative must be contacted and notified.
- Granular backfill material must be placed in lifts no larger than 300mm

- Use of a self-propelled vibratory roller (minimum 4 passes) must be utilized for every lift. Compaction will be tested by utilizing a rut resistance test with a fully loaded standard tandem axle dump truck (maximum rutting depth of 2.5 cm).
- Ensure new road approaches meet SS 202.04, SS 202.05 and SS 202.23 (Ministry of Transportation and Infrastructure “2009 Standard Specifications for highway construction”) and functioning ditch-line.
- At the start of each working day, frozen materials must be stripped and not utilized for approach construction.
- Materials utilized in these approaches must be clean, unfrozen gravel approved by the ministry representative.
- Any soils retrieved from the existing approaches that must be wasted shall be disposed of by the contractor to the satisfaction of the ministry representative.
- Gravel sources are to be approved by the ministry representative.
- The contractor is responsible for verification, development, clean up, bank stabilization and drainage of any utilized gravel source.

PROJECT SPECIFIC PROVISIONS:

For all bridge works the contractor will have to meet all the specifications on the applicable drawings and meet the satisfaction of the Coordinating Registered Professional and Professional of Record.

Delineators shall be installed at the ends of the curbs, which shall be half-mitered according to the Bridge Manual. They must be clearly visible with the no-post placement in front of them.

The contractor is responsible for all signage, traffic control equipment and possible staff costs associated with any traffic management that may be required at this site.

Best Management Practices (BMP) must be employed during the removal and installation works in and about the stream channel as per the Environmental Management Plan. All of these works will be supervised by an environmental monitor provided by the Ministry. The cost of the environmental monitor shall be paid by the Ministry.

The Ministry provided environmental monitor must be on site for the commencement of works to go over the work plan, BMP's, and the Environmental Management Plan; and to monitor the existing structure removal and any works in and around the stream.

Any potential for sediment release must be contained at the site through the work plan along with the placement of additional silt fencing.

Footing excavation and foundation preparation, including leveling fill compaction, is to be inspected and approved by the Professional of Record. Minimum required compaction equipment to be **1000 lb** plate compactor.

Grouting & Cast-in Place Concrete - For all grouting works required, the contractor is to meet all specifications on the applicable drawings to the satisfaction of the Engineer of Record and the Coordinating Registered Professional. Grout and concrete sampling and testing will be required for all works on this structure. A minimum of **twenty four (24)** field grout samples (twelve cylinders for the Nelson stud pockets and twelve cylinders or four cube trays for the deck joints) and a minimum of **three (3)** field concrete samples for any required cast in place concrete footing pads must be taken and tested by an **independent** CSA certified testing facility as directed by the Engineer of Record. The grout and concrete samples must be collected and transported by a representative of the independent testing facility. The contractor will be responsible for all costs associated with the collection and testing of these samples. All sampling procedures and testing must be completed as per applicable CSA testing standard, by a CSA certified testing facility. If an insufficient number of grout or concrete samples are collected or the site sampling is not completed by a representative of the testing facility the deck grout and/or concrete footings will be cored and tested at the contractor's expense as directed by the Ministry representative. The samples are to be appropriately handled and to remain on site in a location representative of the field conditions of the placed grout. The samples are to remain on site for a minimum of 24 hours prior to transport off-site.

Deck panel seams are to be fully formed including the vertical face at the outside seam end; drip grooves are to be fully formed through the seam. Dry pack or foam backing rod methods of forming the deck panel seams will be rejected. All formwork is to be fully stripped 72 hrs following grouting to permit visual inspection. Tower grout is not to be stuffed.

Cold Weather Grouting - Grouting works include any possible material and cost requirements for thermal heating and insulation of the bridge to meet the specified strength requirements when ambient temperatures are forecast to fall to below +5 deg C. Forecast ambient temperatures of below +5 deg C will require 24 hours of superstructure pre-heat prior to grouting and 72 hours of heating, complete with hoarding, following the completion of grouting.

BRIDGE CONSTRUCTION TOLERANCES

Where construction tolerances are **not** shown on the Drawings or identified above, the bridge elements below shall be laid out and constructed so final locations shall not differ from the positions shown on the Drawings by the following tolerances:

- a) Horizontal location of bridge superstructure:
 - longitudinal direction ± 150 mm
 - transverse direction ± 50 mm
- b) Horizontal location of substructure elements relative to superstructure:
 - pile heads, posts, footings, retaining walls ± 25 mm
- c) Maximum deviation from plumb or specified batter for:
 - Posts, piling 5 mm per meter
- d) Horizontal location of anchor bolt groups ± 15 mm
- e) Vertical location of bridge seats ± 10 mm

Any deviation from the final Drawings beyond the above tolerances shall be either accepted by the Engineer or be satisfactorily corrected by the Contractor at his own expense.

Note: The above noted tolerances are only acceptable in that the deviation does not prevent proper fit up of any structural elements. In the event that other structural elements are involved, maximum tolerances shall be limited to that which is required to allow for the proper fit up of other structural elements.

SURVEY AND ENGINEERING

For the proposed structure and new designed approaches, all layout must be completed by a qualified surveyor supplied by the contractor. Attaining applicable information required for layout, including the location of all foundation materials, is the responsibility of the contractor.

Drew Alway, P Eng will act as the Coordinating Registered Professional. The ministry will provide the Professional of Record for these bridge works. The Professional of Record will outline which professional inspections must occur in an FS 137 at the office pre-work meeting. The contractor shall ensure that the Professional of Record is on site for all inspection phases identified on the FS137. **The contractor shall pay for any costs associated with having the Professional of Record, or his designate, requested to the site but the works have already occurred or the contractor is not ready to perform the works to be monitored.**

All major decisions, design changes and modifications must be approved by both the Coordinating Registered Professional and the Professional of Record. At all inspections completed by the Professional of Record or his/her designate (as outlined in the FS 137) the works must be completed to the satisfaction of the P Eng. The contractor will be responsible for all additional inspection costs required for any required re-inspections (i.e. if a close proximity snooper truck is required and/or the cost of the Ministry PEng staff time at \$120/hr).

Any damaged bridge components during handling and/or installation of the superstructure including all precast concrete components, will require a signed and sealed PEng written repair procedure. This procedure must be reviewed and approved by the Ministry Professional of Record. All associated costs with these possible repairs will be at the contractors' expense.

GENERAL PROVISIONS

1. All works shall be performed in accordance with the Forest and Range Practices Act of British Columbia.
2. Where there is a conflict between these Special Provisions and the Fabrication Design Drawings, the Fabrication Design Drawings shall take precedence.
3. The Contractor shall comply with the layout requirements and general details noted and described on the conceptual design drawings. The Contractor is responsible to ensure construction and safety procedures are followed in accordance with, but not limited to those in the Forest Road Bridge Design and Construction Manual. All operations shall be contained within the rights of way or easements granted.
4. The Contractor shall provide on-site measurement checks, control and supervision to ensure that the finished work meets the location, elevations, dimensions and grades referred to in the conceptual and approved structural detail drawings. Any variations or adjustment found necessary on site must be recorded and confirmed with the written agreement of the Ministry's designated representative.
5. The Ministry reserves the right to arrange and carry out such inspections of the work for conformance with the approved drawings and specifications that it deems necessary. The Contractor shall fully co-operate to ensure that the Inspector(s) appointed by the Ministry are given adequate notice of work in progress in order to facilitate timely inspection of the work. This shall not relieve the Contractor from responsibility to complete the work fully in accordance with all of the conceptual and approved structural detailed drawings and these special provisions. Where test specimens are specified these shall be provided and prepared by the Contractor to the satisfaction of the Ministry Representative and shall be submitted at the Contractors expense to a CSA approved testing laboratory by the Contractor. Test results shall be forwarded promptly to the Regional Structures Engineer. It should be noted that Final Acceptance of the Work will be subject to a review of all records, inspections and test reports, a review of "as-built" drawings and an on-site final inspection of all the Work in order to provide assurance of the satisfactory completion of the Work.
6. The Contractor shall obtain a copy of the form "Assurance of Field Reviews" (FS137) from the Professional of Record prior to the commencement of construction. The Contractor will ensure that the Professional of Record is frequently apprised of the construction schedule to facilitate the inspections as outlined.
7. Deleterious substances such as preservatives, fuel, lubricants, sawdust, wood debris, and silt fill shall be stored or deposited so as to avoid their entrance into the watercourse. Debris disposal and site cleanup shall be approved on completion by the Ministry Representative prior to release of holdback. Site clean up must be completed immediately following construction. This includes the pickup and removal of all construction materials, ancillary trash, cut-offs, cable, wood, and empty fuel containers. The Contractor shall obtain a burning permit, whenever burning is required and permitted, and shall strictly comply with the Forest Fire Prevention Regulations at all times. Existing drainage ditches at or near the bridge site shall be left clear to drain.

8. All construction and equipment operations shall ensure stream water quality is maintained by keeping soil erosion and run-off to a minimum during inclement weather and by taking measures to prevent all leachate and debris from entering any water course.
9. The Contractor is required to comply with the requirements of the Work Safe BC with respect to Operational Health and Safety Regulations, also Regulation 26.4 (Notification of Construction Projects) prior to commencement of the project. The Contractor shall advise their Design Engineer concerning installation equipment loads and procedures in order to ensure that the conditions do not exceed the safe loading capacity of the bridge at any time. Note that spliced girders constitute a tripping hazard and appropriate safety measures shall be in place.
10. The Contractor shall ensure that the excavator operator and rigging personnel are appropriately trained in safe lifting techniques with excavators and other lifting equipment.
11. All construction practices shall meet current *CSA Standards*. Materials supplied by the Contractor shall conform to applicable CSA or ASTM standards.
12. The Contractor shall be responsible for obtaining photographs of the substructure and any works that will ultimately be buried or not readily available for inspection following construction. These photographs shall be submitted prior to payment of the Contractor's invoice.
13. The Contractor shall warrant their workmanship for a period of one (1) year following construction.
14. All materials delivered to site shall be protected from adverse weather conditions which would damage them or impair their effectiveness or usefulness.
15. The Contractor shall ensure that the integrity of any cattle control installations are maintained, where applicable.
16. The Contractor must avoid the use of unsuitable fill in backfilling the bridge approaches. The Contractor may be recalled to correct problems associated with the settlement of fill materials at the bridge approaches,
17. The Contractor shall preserve and protect a minimum of two layout markers, which will allow confirmation of location and elevation of the completed structures.
18. The Contractor shall ensure that the control of industrial traffic is coordinated with the Prime User and other stakeholders, including the Range Permit holders and users. Disruption must be kept to a minimum.
19. The Contractor shall ensure *that required approvals are obtained for all works in or about a stream from the Federal Department of Fisheries and Oceans and from the Ministry of Environment. The Contractor shall comply with any terms and conditions specified by these agencies.*
20. Stream bed and channel stability of streams must be maintained during bridge installation by avoiding damage to stream banks and by minimizing the width of the right of way clearing within the Riparian Management Area of a fish stream. Trees on the work site or clearing width adjacent to streams must be felled away from the stream to the fullest extent possible. The tree(s) and all resultant debris must be removed from the channel concurrently with felling.
21. Any materials, such as riprap or gabion rock, placed within the stream channel must be free of silt, overburden, or other substances deleterious to aquatic life. Rock used as riprap must be angular in shape and suitably sized to resist movement by stream flows.
22. Temporary sediment control structures must be used during crossing construction in ditch lines and on fill slopes to reduce the risk of downstream sedimentation, where appropriate. These sediment control measures must be functional, maintained on a regular basis and cleaned prior to removal.
23. Disturbance to the stream channel, banks and riparian vegetation in the vicinity of the work area must be minimized. Disturbance that occurs to the channel and/or banks must be stabilized and the risk associated with sedimentation minimized prior to water being introduced under or through the structure.

24. Soils exposed as a result of work activities, and that has the potential for sediment delivery to a stream, must be promptly treated to avoid erosion.
25. No work is to be carried out if it is known or should reasonably be known that due to weather conditions or site factors, the execution of the work may result directly or indirectly in slumping, inordinate soil damage or other significant damage to the environment.
26. During periods of heavy or persistent precipitation or other periods of increased stream flow, work must stop if continuing may result in sediment delivery to the stream. Measures must be taken to prevent the risk of sediment delivery to the stream during the shutdown period.
27. Road material and gravel on a bridge deck must not enter the stream during construction or deactivation.
28. All machinery used on site must be in good repair and free from excessive grease, oil, and fluid leaks. All refueling and servicing must be completed outside of the Riparian Management Area. All machinery operating near a stream must have a spill kit.